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ABSTRACT

The collective bargaining agreement reached between Adelphi University and the Adelphi University Chapter of the American Associaton of University Professors (AAUP) is presented. Items covered in the agreement include: recognition of AAUP as the bargaining unit representing full and part-time faculty; personnel plan and governance procedures; affirmative action and academic freedom; grievance and arbitration; compensation; fringe benefits; released time; faculty information, facilities, and privileges; and workload. The appendices contain the National Labor Relations Board Certification of Representative and the School of Social Work Workload. (SPG)

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ED154698

COLLECTIVE BARGAINING

AGREEMENT

BY AND BETWEEN

THE ADMINISTRATION OF ADELPHI UNIVERSITY

– and –

ADELPHI UNIVERSITY CHAPTER,

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

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September 1, 1976 – August 31, 1978

Garden City, New York

HE009973

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ARTICLE I

DEFINITIONS

A. As used in this Agreement and except as its context may otherwise require:

1. "Administration" means the Board of Trustees and duly constituted administrative officers and agents of Adelphi University, Garden City, New York, a private institution of higher education chartered by the State of New York.

2. "Faculty member" means an individual bargaining unit faculty member as the bargaining unit is defined by the NLRB Certification appended hereto as "Appendix A."

3. "AAUP" means the Adelphi University Chapter, American Association of University Professors.

4. "Full-time faculty member" means a member of the bargaining unit who holds faculty rank as defined in the Personnel Plan and who has been issued a contract as a full-time faculty member.

5. "Regular part-time faculty" means one who is employed in the current semester and who has been employed at least one semester in each of the last two academic years exclusive of summer sessions.

6. "Dean of Academic Affairs" means the chief academic officer whatever the title may be.

ARTICLE II

RECOGNITION AND DEFINITION OF UNIT

The Administration recognizes the AAUP as the exclusive representative of the employees in the following bargaining unit:

INCLUDED: All full- and regular part-time faculty including professional librarians and research associates.

EXCLUDED: All other employees, administrative personnel, deans, associate deans, assistant deans, assistants to the deans, support personnel such as counselors and technicians, the director of continuing education, director and associate director of the computer center, registrar, research administrator, director of admissions, director of intercollegiate athletics, director and assistant director of libraries, directors of the school of nursing, director of the children's theater, coaches except those who are engaged in full- or part-time faculty functions, guest lecturers, field instructors in the school of social work who are paid by outside agencies, graduate teaching and research assistants, the director of instructional media center, guards, and supervisors within the meaning of the Act.

ARTICLE III

INFORMATION TO AAUP

A. During the term of this Agreement, the Administration shall make available to AAUP, within a reasonable time after receiving a request therefor, all information which is reasonably required for the implementation of this Agreement or the negotiation of subsequent Agreements.

B. Within 30 days after receipt of a notice of appointment signed by a new full-time faculty member, the Administration shall provide AAUP with the name, mailing address, rank, base salary, effective date and length of appointment of such new faculty member.

C. Within 30 days after the effective date of appointment of a part-time faculty member who will be commencing at least his third year of teaching at Adelphi, the Administration shall provide AAUP with the name, mailing address, rank, if any, compensation, and effective date of appointment of such faculty member.

D. Within 45 days after the start of each semester, the Administration shall provide AAUP with a list of all part-time faculty members appointed for such semester, including the name, mailing address, previous semesters taught at Adelphi, rank, if any, work load and compensation.

E. Within 15 days after receipt of notice that a full- or part-time faculty member has terminated his appointment at Adelphi for any reason whatsoever, including retirement, disability or death, the Administration shall provide AAUP with the name of such faculty member.

F. The Administration shall forward to AAUP copies of all termination notices of full-time faculty members at the same time as such notices are sent to the faculty member.

G. The Administration shall notify AAUP of any change in status of any full-time faculty member within 15 days after such change is determined.

H. Within 30 days after the start of each program semester, the Administration shall provide AAUP with a list of administrators, and of faculty, teaching in all special, alternative campus and off-campus programs including but not limited to: ABLE, PRIDE, Edu-Tran, Ft. Hamilton, Five Towns Library, Off-Campus Masters in Business Administration, Center for Banking and Money Management, Lawyers Assistants Program, and all similar programs currently in existence or which may hereafter be developed. When such persons are members of the bargaining unit, the list shall include name, mailing address, rank, workload, salary, fringe benefits, effective date and length of appointment, and prior appointments in all special, alternative campus and off-campus programs.

I. The Administration shall provide AAUP with a list of the names of all full- and part-time Administrators, including any faculty members who receive credit or pay as part-time Administrators. When such persons are members of the bargaining unit, such list shall include base salary, special compensation and/or assigned time credit, if

any, for said administrative assignments. In addition, the AAUP shall be informed of all new administrative appointments including name and title of such new appointment.

J. Within 10 days of its completion, the Administration shall provide AAUP with a copy of the annual audited statement.

K. The Administration shall provide AAUP with a list of all faculty who are members of the collective bargaining unit and who are paid or whose salary is funded in full or in part by special training or research grants.

L. On or before the first day of classes in September, 1976, the Administration shall designate the individual who is responsible for complying with each of the requirements to furnish information as provided in this article during the term of this Agreement.

ARTICLE IV

CHECK-OFF OF AAUP DUES

The AAUP will collect signed check-off authorization cards from its dues-paying members, and will submit all newly signed cards by the 15th of each month to the Administration. The Administration shall deduct dues in amounts certified by the Secretary of AAUP from time to time from the faculty member's paycheck either monthly or annually, at the option of the faculty member, and shall remit the receipts to the AAUP once each month.

Revocation of a signed check-off authorization card shall be effective for the subsequent academic year commencing September 1 only if the revocation is signed by the faculty member and submitted by the AAUP to the Administration.

AAUP shall promptly submit the signed revocation form to the Administration and shall reimburse the University for any actual losses it incurs as a direct result of the AAUP's failure to submit a signed revocation prior to the first effective pay date in the subsequent academic year.

ARTICLE V

RELATIONSHIP BETWEEN THE PARTIES

A. The AAUP shall be permitted to use Adelphi's facilities and services, including campus mail, for the transaction of AAUP business, provided that such utilization does not interrupt normal Adelphi operations. The AAUP shall pay for all standard service costs.

B. The Administration shall provide AAUP with a suitable office on campus, including on-campus telephone service.

C. The parties will confer at such reasonable times as either party may request to consider problems concerning this Agreement or other matters of mutual concern.

ARTICLE VI

PERSONNEL PLAN AND GOVERNANCE PROVISIONS

A. The Constitution of the Faculty of Adelphi University, including the document pertaining to the University Council, shall provide continuance of existing rights, privileges, and responsibilities of the Faculty to participate directly through the Senate in its own governance and in the initiation of the decisions on educational policy and standards within the University.*

B. The Personnel Plan of Adelphi University, including all Appendices thereto, shall provide continuance of existing policies and procedures on Faculty status, in all conditions and rights of appointment, reappointment, tenure, promotion, retirement, obligations, and hearings.*

C. Amendments to the Constitution and the Personnel Plan shall be made through existing procedures. Amendments affecting terms and conditions of employment require the concurrence of AAUP and the Administration. However, some provisions of these documents affecting terms and conditions of employment may also be modified as specified elsewhere in this Agreement.

D. No regular part-time faculty member shall have his employment terminated by the Administration for reasons other than lack of merit when his most recent course or courses continue to be offered, except when such course or courses are taught by a full-time faculty member, or other pertinent criteria.

ARTICLE VII

GUARANTEE OF RIGHTS

A. The Administration and AAUP agree that there shall be no discrimination against any faculty member or against any applicant for employment by reason of age, race, creed, color, sex, religion, handicap, or national origin. The parties will use their best efforts to create and maintain a climate that will lead to the development, broad general acceptance, and successful implementation of an effective affirmative action program.

B. The Administration and AAUP support the principle of academic freedom as set forth in the Statement on Academic Freedom and Tenure formulated jointly by the Association of American Colleges and the American Association of University Professors and adopted January 10, 1941, and incorporated in Appendix A of the Adelphi University Personnel Plan.

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* Disputes over the interpretation, application or alleged violation of these paragraphs shall be subject to arbitration pursuant to the grievance and arbitration provisions of this contract.

C. All well-established, generally applicable practices which benefit members of the bargaining unit in a significant manner shall be maintained, unless modified by this Agreement, or by mutual consent. "Generally applicable" as used herein means a practice which has been applied to a well-defined category of faculty members or to a reasonably broad group of faculty members from different departments who share a community of interest. It is understood that this clause does not apply to the size and scheduling of classes, nor does it apply to workload.

D. Each faculty member shall, upon written request to the Dean of Academic Affairs, be advised of all personnel files regarding such member maintained by the chairpersons, deans, and other administrative officers. Upon reasonable notice, the faculty member shall have access to all materials in those files. The faculty member shall have the right to submit material to be included in his or her file, and to respond in writing to any document therein and have such written response placed in the file. This provision shall not apply to the confidential files maintained by the University Personnel Committee, or those files maintained by administrators as memory aids or other personal records which are not intended to be transmitted to others.

ARTICLE VIII

GRIEVANCE AND ARBITRATION

A. Definition of Grievance:

A grievance is a dispute concerning the interpretation, application or alleged violation of this Agreement.

B. Settlement of Disputes:

The Administration and the AAUP shall make an earnest effort to resolve potential grievances informally at the departmental level.

C. Formal Grievance Procedure:

1. Step I

The Grievant (or the AAUP) shall file a written grievance with the appropriate Dean within one (1) month after the occurrence of the event which gave rise to the dispute. However, if the occurrence of the event is not immediately known to the grievant (or to the AAUP in the case of a broader dispute), the time within which to file a grievance shall commence when the occurrence of the event is discovered by the exercise of due diligence.

The Dean shall hold separate or joint conferences within two (2) weeks after receipt of the grievance to discuss the dispute with all relevant parties, including appropriate department heads, in an attempt to reach a satisfactory settlement.

If the dispute is not settled, the Dean shall, within one (1) week after the conference, deliver to the grievant and the AAUP a signed statement of his position regarding the matter.

2. Step II

The grievant (or the AAUP) shall be entitled to obtain review of the Dean's Step I position by filing a written notice of appeal with the Dean of Academic Affairs within one (1) week after actual receipt of the Dean's written statement of position.

The Dean of Academic Affairs shall hold separate or joint conferences within one (1) week after receipt of the notice of appeal to discuss the dispute with all relevant parties, in an attempt to reach a satisfactory settlement.

If the dispute remains unsettled, the Dean of Academic Affairs shall, within one (1) week after the conference, deliver to the grievant and the AAUP a signed statement of the Administration's position regarding the matter.

3. Step III

If the grievance is not satisfactorily resolved at Step II, either the AAUP or the Administration may submit it to final and binding arbitration provided, however, that the right to arbitrate is waived unless the party desiring arbitration notifies the other party, within three (3) weeks after the Administration's Step II position shall have been received by the grievant and the AAUP, of its intention to seek arbitration.

4. Alternative Step I

In the event that the grievance involves a question which can be settled only at the highest levels of authority, the grievance may be filed in the first instance with the Dean of Academic Affairs, who shall process it in the manner set forth for Step I, except that in such event Step II shall be eliminated and the Dean of Academic Affairs' response shall constitute the Administration's final position regarding the matter. In the event the grievance is filed against the Dean of Academic Affairs, such grievance may be filed directly with the President or his designee.

D. Appointment of Arbitrator:

The arbitrator shall be selected pursuant to the rules of the American Arbitration Association (AAA). All arbitration under this agreement shall be conducted pursuant to the Voluntary Labor Arbitration Rules of the AAA.

E. Cost of Arbitration:

The necessary expenses of arbitration, excluding counsel fees, shall be shared equally by the parties.

F. Excluded Matters:

Notwithstanding anything to the contrary contained herein, the following matters, which are governed by existing practices and statutes (e.g. Personnel Plan, Faculty Constitution), shall not be subject to the foregoing grievance and arbitration procedures: disputes

relating to termination or suspension of a tenured faculty member or of a non-tenured faculty member during the period of a contract, appointment, reappointment, promotion, academic freedom and tenure.

G. Faculty Grievance Committee:

The provisions of the Personnel Plan relating to the Faculty Grievance Committee shall continue in full force and effect with respect to matters within its jurisdiction thereunder. If the Committee submits findings and recommendations to the Administration, there shall be a response to the Committee within a reasonable period after submission, from the Board or the appropriate administrator, summarizing the rationale of the decision.

H. Right to Initiate Arbitration and Settle Disputes:

No faculty member covered by this agreement shall have the right to initiate arbitration under the provisions hereof, such right to initiate arbitration being limited to the AAUP and the Administration. In the event that any claim is made at any time by any faculty member against the Administration or the AAUP under the provisions of this Agreement, any agreement or adjustment made by or between the AAUP and the Administration with respect to such dispute shall be final and binding upon the faculty member.

ARTICLE IX

NO STRIKES – NO LOCKOUTS

The Administration shall not engage in any lockout and the AAUP and any employee or employees in the bargaining unit, singly or in concert, shall not authorize, condone or engage in any strike, slow-down, picketing, cessation of work or other interference with the business of the University during the life of the Agreement.

ARTICLE X

COMPENSATION

A. Full-Time Faculty Salary:

1. Effective September 1, 1976, the base salary of each full-time faculty member who was employed by the University prior to that date shall be increased as follows:

	Per Annum
Full Professor	$1350
Associate Professor	$1075
Assistant Professor	$ 900
Instructor	$ 750

In addition to the foregoing, faculty members shall receive any applicable promotion increments or equalization payments to which they are entitled.

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2. Effective September 1, 1977, the base salary of each full-time faculty member shall be increased by a percentage (hereinafter referred to as the "cost-of-living factor") of his or her 1976-1977 base salary. The cost-of-living factor shall be equal to the percentage increase, if any, in the Consumer Price Index (1967 = 100) for the 12 month period, July, 1976 through June, 1977, as determined by the Bureau of Labor Statistics of the United States Department of Labor for the New York - Northeastern New Jersey Region. In the event that the cost-of-living factor is less than four (4) percent, the base salary of each full-time faculty member nevertheless shall be increased by four (4) percent; if the cost-of-living factor is more than eight (8) percent, the base salary of each full-time faculty member shall be increased only by eight (8) percent. In addition to the foregoing, faculty members shall receive any applicable promotion increments and any equalization payments to which they are entitled under this Agreement. The resulting total shall be deemed to be a faculty member's 1977-1978 "base salary."

3. Effective September 1, 1976, and thereafter, full-time faculty who are being promoted shall be entitled to a promotion increment of $750 instead of the $500 increment previously in effect.

4. In addition, a Productivity and Workload Inequities Committee shall be established consisting of 10 representatives appointed by the AAUP and an equal number appointed by the Administration. This Committee shall identify areas of productivity increases and compute the cost savings derived therefrom. These cost savings will, upon their implementation, be allocated to faculty salaries and fringe benefits in a manner to be agreed upon by the Administration and the AAUP. The final identification of cost savings and their final computation and implementation shall be subject to agreement by the AAUP and the Administration. The Committee shall also identify areas of workload inequities and recommend their rectification which shall be subject to agreement by the AAUP and the Administration.

B. Regular Part-Time Faculty Salary and Overload Compensation:

1. Effective September 1, 1977, the salary rates paid to regular part-time faculty shall be increased as follows:

Previous Semesters Taught	Old Rate	New Rate
0 - 5	$710.00	$750.00
6 - 10	$815.00	$860.00
11 or more	$950.00	$1000.00

2. The foregoing rates apply to each three (3) credit-hour course taught by regular part-time faculty members and by full-time faculty on overload, including courses during summer session, but excluding intersession, if any. These rates shall not apply to Ft. Hamilton, ABLE, Edu-Tran, MBA Off-Campus Programs, and other University College administered programs. Payments for teaching in Ft. Hamilton, ABLE, Edu-Tran, and MBA Off-Campus Programs shall be the same as in 1975-1976. Travel premiums for existing programs shall remain the same as in 1975-1976.

ARTICLE XI

EQUALIZATION

Effective on each of the following dates, the Administration shall allocate the following sums to be distributed to certain full-time faculty members in the form of increased base salaries:

Effective Date	Amount Allocated
September 1, 1976	$50,000.00 per annum
February 1, 1977	$25,000.00 per annum
September 1, 1977	$40,000.00 per annum
February 1, 1978	$20,000.00 per annum

The allocation of the aforesaid sums shall be determined by mutual agreement between the AAUP and the Administration. Allocations shall be determined by October 1, 1976. If the parties cannot agree, the dispute shall be submitted to arbitration, provided, however, that the arbitrator shall not determine allocations on the basis of a step system.

ARTICLE XII

PAYMENTS

A. Full-Time Base Salary:

1. The Administration offers the option of paying faculty in nine (9) or twelve (12) equal installments on the last working day of each month. However,

a. Faculty members may not change the schedule of payments selected (nine (9) or twelve (12) months) during any fiscal year. Changes may be effected only for a new fiscal year and after thirty (30) days' notice to the Administration.

b. Exception to a. above may be made by the Administration in the matter of June, July and August salary (twelve (12) month schedule) if

1) Thirty (30) days' notice is given to the Administration; and
2) Sufficient cause is established.

2. Payments for faculty members on sabbatical leave will be made in accord with the schedule chosen by the faculty member. However, the exceptions noted in 1.b above may be employed with the same provision.

B. Part-Time, Overload and Summer Session Salary:

1. Part-time faculty members will be paid in three equal installments: the last working day* of October, November and December in the Fall semester, and of March, April, and May in the Spring semester.

* Last working day in any session will be the last day of examinations as set forth in the Academic Calendar.

2. Overload payments, except for courses in the Ft. Hamilton, ABLE, MBA off Campus, Edu-Tran, and other special programs, will be made in one payment on the last working day* of November in the Fall semester, and the last working day* of April in the Spring semester.

3. Summer session payment will be made on the last working day* of the session.

C. General Provision:

It shall be Administration policy to make payment for the months of December and May and the sole payment in a summer session, only after a faculty member has completed his work for the term or session to include submission of the final grade list.

ARTICLE XIII

FRINGE BENEFITS

A. Blue Cross-Blue Shield Insurance:

1. The University shall continue the group contract with Blue Cross-Blue Shield to provide to all full-time and part-time faculty individual and family coverage under the Blue Cross "120 Day" program and the Blue Shield "3-Star" plan.

2. University Contribution to Blue Cross-Blue Shield Costs:

a. Effective September 1, 1976, the University's contribution of $250 per year (pro-rated for portions thereof) to Blue Cross-Blue Shield for each full-time faculty member who participates in the University's Blue Cross-Blue Shield program shall be increased to $300. And, effective September 1, 1977, the contribution will be increased to $400. It is understood, however, that if the cost of individual coverage under the aforesaid Blue Cross-Blue Shield program is less than $300 for the 1976-1977 academic year or $400 for the 1977-1978 academic year, the Administration may limit its payment on behalf of those faculty members who do not participate in family coverage to the actual full cost of individual coverage, but in no event more than $300 or $400 referred to above.

B. Major Medical Insurance:

1. The Administration shall continue to provide the group contract for major medical in effect as of 1975-76 on the same basis as in 1975-76.

2. Effective September 1, 1976, the University shall contribute the sum of $35 per year to offset the cost of family major medical coverage for each full-time member of the bargaining unit who has such coverage. Effective September 1, 1977, such contribution shall be increased to $70 per year.

C. Disability Benefits:

1. The University shall continue the present coverage on the same basis as in 1975-76, including the six month waiting period.

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* Last working day in any session will be the last day of examinations as set forth in the Academic Calendar.

D. Other Insurance Benefits:

Other existing insurance benefits, including but not limited to life insurance, travel insurance and long term disability benefits, shall continue on the same basis as at present.

E. Tuition Remission:

1. In addition to the existing tuition remission benefit program, effective September 1, 1976, the children of deceased, retired or totally and permanently disabled tenured faculty shall be entitled to all tuition remission benefits available to the children of active full-time faculty. This benefit shall apply to the children of faculty so disabled, retired or deceased from September 1, 1968 in regard to courses taken commencing with the Fall semester in 1976.

2. In any semester in which a regular part-time faculty member is teaching at Adelphi, he shall be entitled to one (1) course at one-half (½) tuition remission at Adelphi University.

3. Effective September 1, 1976, spouses of full-time faculty members shall be entitled to tuition remission for two (2) undergraduate courses per semester (only one of which may in the ABLE program) or three (3) graduate courses per semester. Dependent children who receive full tuition remission shall make application to all New York State and Federal awards or scholarships to the end that the amounts received from those awards and/or scholarships inure to the benefit of the University. Applications will be available in the Office of Financial Aid.

4. Effective September 1, 1976, a committee shall be established consisting of two representatives appointed by the Administration and two representatives appointed by AAUP for the purpose of meeting with representatives of Hofstra and Post to develop an improved equitable interscholastic tuition remission program between Adelphi and these schools.

F. Early Retirement:

AAUP and the Administration shall establish a committee that will attempt to develop an early retirement program for faculty which shall be open to all and uniformly applied.

G. Child Care Leave:

Upon the request of any full-time faculty member, leaves of absence without pay shall be granted for one year for care of a newborn infant or adoption of a minor child. This leave shall not count toward tenure, nor shall these leaves be consecutive. The faculty member may continue his or her fringe benefits at no cost to the University.

H. TIAA-CREF:

1. For the duration of this Agreement the ratio of contribution to TIAA-CREF as between the University and each full-time faculty member who participates shall be as set forth below:

YEARS OF PARTICIPATION IN TIAA-CREF	UNIVERSITY CONTRIBUTION	FACULTY CONTRIBUTION
1 - 2 years	6%	6%
3 - 6 years	7%	5%
7 - 20 years	8%	4%
21 years and over	10%	5%

2. The phrase, "years of participation in TIAA-CREF" as used herein, means total years of participation in the TIAA-CREF Retirement Plan whether through employment at Adelphi or elsewhere.

3. It is understood that the above-stated ratios of contribution shall apply even if a faculty member chooses to contribute a lower percentage of his salary than set forth above, and that the University shall not be required to contribute more than the percentages set forth above even if a faculty member chooses to do so.

4. The existing waiting period for eligibility shall continue.

I. Any refund in health and life insurance premiums shall be distributed proportionately to the faculty member and the University in the same proportion as their contribution.

ARTICLE XIV

RELEASED TIME

A. University Personnel Committee:

1. The Chairman and Secretary of the University Personnel Committee shall each be entitled to released time consisting of one (1) three (3) credit-hour course per academic year, or its equivalent, depending upon the individual's department, school, or the library.

2. The remaining members of the University Personnel Committee shall be entitled to share in a released time program consisting of courses totaling twenty-four (24) credit hours per academic year, with the allocation and procedures to be determined by the University Personnel Committee, or its equivalent, depending upon the individual's department, school, or the library.

3. The Administration shall encourage Department Chairmen to afford additional released time to the members of the University Personnel Committee, provided that this can be accomplished without any additional cost whatsoever to the University.

B. Chairman of Faculty Senate and President of AAUP:

The Chairman of the Faculty Senate and the President of the AAUP shall each be entitled to released time consisting of one (1) three (3) credit-hour course per academic year, or its equivalent, depending upon the individual's department, school, or the library.

C. Chairman of Faculty Grievance Committee:

The Chairman of the Faculty Grievance Committee shall be entitled to released time consisting of one (1) three (3) credit-hour course per academic year, or its equivalent,

depending upon the individual's department, school, or the library.

ARTICLE XV

FACULTY INFORMATION, FACILITIES AND PRIVILIGES

A. Availability of Faculty Information:

1. The Administration annually shall provide each faculty member with detailed written descriptions of the faculty benefit programs and a clear explanation of the individual faculty member's options and rights thereunder.

2. The Administration annually, on a tax year basis, shall provide each faculty member with an itemized statement of all fringe benefit contributions made on his behalf during the preceding year, including the faculty member's contributions, if any. Tuition remission data may be included at the discretion of the Administration.

B. Faculty Office and Secretarial Services:

The Administration will provide each full-time faculty member with a suitably equipped office and access to adequate departmental or school secretarial services.

C. Physical Environment:

The Administration, acting within its discretion, shall use its best efforts to provide faculty members with an appropriate environment for carrying out their duties as teachers and scholars within the resources of the University. This environment normally includes, among other things, clean classrooms, parking at existing fields, adequate lighting and suitably equipped off-campus classrooms for off-campus programs.

ARTICLE XVI

WORKLOAD

I. STANDARD PRACTICES

A. General University Practice

The workload shall be four (4) courses or twelve (12) hours per semester or eight (8) courses or twenty-four (24) hours per academic year (credit or contact hours whichever is existing practice, except as modified herein), except as listed below.

1. The approval of the appropriate Dean and the Dean of Academic Affairs will be required for the granting of additional teaching credits per course beyong the stated amount of teaching credit. This shall not apply to laboratories.

2. At the request of a faculty member one course of overload in a semester can be used to have a lesser workload in the following semester without loss of pay. This shall not interfere with the normal academic offerings, and shall have the prior approval of the Chairman, the Dean of the School or College, and the Dean of Academic Affairs. It is understood that such practice will not result in the need to increase overload and/or part-time costs in the department and/or school.

3. Underload in the Fall semester shall be made up by overload in the Spring. If underload is more than made up by overload the next semester, then there will be cash payment for such additional overload. If overload or Independent Study or its equivalent payments are made for the Fall, there should be deduction from salary in the Spring if the faculty member has an underload in the Spring. Such deductions shall be made from salary checks in equal amounts during April, May, June, July and August. The amount of deduction shall not exceed the amount of overload payments in the Fall. Except at the discretion of the Administration, no faculty member who has been granted released time, shall simultaneously carry an overload.

4. Assigned time is the equivalent number of credit hours assigned by the Administration to duties other than actual student contact time. At the discretion of the Administration and the agreement of the particular faculty member involved, cash payments may be substituted for the assigned time listed below.

5. Individuals who have retired from Adelphi University or individuals who are past the University retirement age for full-time faculty shall not be employed for part-time teaching or administrative duties without the prior written approval of the Dean of Academic Affairs.

B. College of Arts and Sciences (Assignment on Semester Basis)

1. Premedical Council

   Three hours of assigned time for the Director of Premedical Council.

2. Communications

   a. For Director, Instructional Media three hours of assigned time.

   b. For University Instruction in Media three hours of assigned time.

3. Education

   a. For Coordinator of Special Education three hours of assigned time.

   b. For Director of Reading and Study Center three hours of assigned time.

   c. For Coordinator of Elementary Education three hours of assigned time.

   d. For Coordinator of Secondary Education three hours of assigned time.

e. Supervision of student teachers shall be equated on the basis of five students equals three credits unless the faculty member concerned agrees to six students equals three credits.

f. For each of two coordinators of student teachers six hours of assigned time.

4. English

a. The workload in the Department of English shall be 12 teaching hours except for those faculty assigned a writing course who shall carry 10 teaching hours.

b. Note: Writing courses are to carry 4 teaching credits; writing laboratories are to carry 3 teaching credits; and literature courses are to carry 3 teaching credits.

c. A typical 12 hour load shall be composed of three 3-hour literature courses plus one 3-hour writing laboratory.

d. A typical 10 hour load shall be composed of one 4-hour writing course and two 3-hour literature courses.

5. Marine Science

Three hours of released time for Director of the Institute.

6. Performing Arts

Three hours of released time for the Technical Director.

7. Psychology

Three hours of released time for the Director of Laboratories.

8. Speech Arts & Speech Pathology-Audiology

Three hours of released time for the Director of the Speech and Hearing Center.

9. Ph.D. Programs

For those departments which offer the Ph.D., the practices in effect in 1971-72 shall obtain.

C. Graduate School of Arts and Sciences

See above.

D. School of Business Administration

Present practices to be maintained.

E. School of Nursing

Present practices to be maintained.

F. School of Social Work

See Attachment Appendix B

G. Institute of Advanced Psychological Studies

Present practices to be maintained.

H. Library

The standard work year for the library faculty shall be ten months.

II. SPECIAL ASSIGNMENTS

A. No faculty member shall be compensated or given credit for student advisement. Except in those cases where advisement is an integral part of the student's program (i.e. Social Work), advisement should be part of faculty responsibility in addition to regular teaching assignments.

B. No faculty member shall be compensated for more than five students in Independent Study per semester.

C. Faculty members with underloads in a given semester shall undertake Independent Study.

1. Before it is assigned to a faculty member carrying a full load provided it is within the area of the faculty member's expertise, and the student is willing.

2. Without additional compensation.

3. Six students taking 3 credits each of Independent Study shall equal one course (this waives the limit of 5 Independent Study students per semester).

D. Certain special assignments may, at the discretion of the Administration, carry compensation in addition to salary. This extra compensation shall not, however, be considered part of base salary.

E. Faculty compensation for Independent Study, or its equivalent, shall be as follows:

11 or more semesters teaching experience:	$150 per student
6 - 10 semesters teaching experience:	$128 per student
Less than 6 semesters teaching experience:	$113 per student

F. Faculty who supervise master's or doctoral research shall be compensated at the same rate as in paragraph E. provided that the student has officially registered for such research. Compensation for a given student in a given course shall be limited to two semesters for a Master's and six for a doctoral (one or more of these semesters may be a summer session).

G. Faculty members shall not be compensated for Independent Study or master's or doctoral research unless they have a full teaching load. If a faculty member does not have enough teaching to bring him up to the base load then independent study or its equivalent may be added to his load at the rate of six students = one course.

H. If any teaching or other services are to be required by the Administration in the January intersession, they shall be paid for at rates to be mutually agreed upon by the AAUP and the Administration.

I. The Administration shall circulate a general notice to all full-time faculty 10 days in advance of the availability of teaching opportunities in all new programs, special assignments, summer sessions, intersessions, and additional sections. Assuming equal qualifications, these opportunities shall be offered to full-time faculty before being offered to part-time faculty.

III. GENERAL FACULTY OBLIGATIONS

A. 1. Each full-time faculty member shall hold at least four (4) office hours per week during the academic year when classes are in session. The faculty member shall distribute office hours over at least two days as best to serve the interests of his or her students. Faculty teaching during evening hours should schedule some of their office hours at these times. Regular part-time faculty shall schedule one (1) office hour per course taught. Office hours shall be posted and on file with the Department Chairman.

2. At times of advisement and pre-registration, as established in the academic calendar, faculty members assigned to these duties by the Dean or Chairman shall make additional office hours available, by appointment. In addition, faculty members upon adequate notice shall perform programming duties during general registration as assigned by the chairman. If the chairman is unable to make the assignments, then the chairman's designee shall do so.

3. Each full-time faculty member shall maintain a significant presence on the campus for teaching, office hours, sponsored research and training, committee work, planning activities, meetings, research, advisement, et al. Common University practice is four (4) working days or the equivalent when classes are in session. Such time shall include time spent in teaching in off-campus locations as part of one's base load and shall also include normal off-campus academic activities. During the academic year when classes are not in session faculty members shall be available as required by their chairman or Dean for meetings, committee work, advising, etc., upon adequate notice.

4. Faculty members should refrain from shortening, lengthening, cancelling, adding or rescheduling of classes. If, however, such changes are necessary or in the interest of academic enrichment, the faculty member shall make every effort to seek agreement in advance from the affected students. If the necessary change will affect more than one class meeting, the faculty member is expected

to gain approval of the appropriate chairperson and Dean, and adhere to University policies and procedures concerning such matters as minimum contact hours and the scheduling of classrooms. (One class meeting means that no change will take place at any one time that will affect several class meetings.) In the event of illness or unavoidable absence every attempt should be made to notify appropriate personnel in sufficient time.

5. Each faculty member is expected to meet administrative requirements as to record keeping, sending requested information promptly to the Registrar, Bursar, Deans, Chairmen and other administrative and academic offices and officials.

6. A faculty member should establish and announce early in each term policy on attendance, course requirements, and criteria for grading, and should keep students abreast of any changes which may be desirable as the course develops. During the term, the faculty member should present to students, within a reasonable time, information on any evaluation made of their academic performance and progress. At the end of the term, a faculty member is expected to submit final grades to the Registrar in accordance with the University academic calendar, and to counsel academically delinquent students.

7. Each faculty member shall make every effort to attend commencements and faculty meetings.

8. Except in rare circumstances and with the Dean's approval, faculty members shall not provide private counseling, tutoring, lessons, or consultations for members of the student body for a fee; all reasonable assistance by faculty members to the student is to be encouraged as part of the total educational process.

9. Each faculty member shall make every effort to attend convocations.

10. Faculty members should make every effort to provide full and accurate advisement and academic counseling to students. The Administration shall make every effort to provide to faculty advisors necessary information and materials.

11. Faculty members shall abide by the general regulations applicable to the Adelphi community.

12. A faculty member, in any opinion or certificate which he may give as to the merits or claims of any business undertaking or of any scientific or practical invention, shall not use the name of the University other than for purposes of affiliation.

B. Effective September 15, 1976, there shall be established an ad hoc committee made up of two distinguished members appointed by the Administration and two such members appointed by AAUP, Professor Emil Dillard and Professor

Frederick Pohle. This Committee shall have the authority, if necessary, after due deliberation and investigation, to make recommendations to the Administration and to AAUP for procedures to encourage compliance with the obligations established hereunder. When such recommendations are accepted by both parties, they will be included in this Agreement unless both parties agree to the contrary. Neither the AAUP nor the Administration will unreasonably refuse to accept a recommendation of the Committee. It is expected that the Committee would start its deliberations promptly and conclude them by March 15, 1977, with recommendations, if any, to be made within thirty (30) days thereafter, and that two students would be permitted to observe such deliberations at any one session. The Committee shall determine its own procedures.

ARTICLE XVII
MINIMUM TERMS

This Agreement states the minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the Administration will not employ a member on terms less favorable to him than these stated herein.

ARTICLE XVIII
INTEREST SUCCESSION

A. All of the terms and conditions of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

B. In the event of a consolidation of Adelphi University with any other educational institution or group of institutions, whether by merger, acquisition or otherwise, the terms and conditions of this Agreement shall be binding upon the surviving entity, to the extent allowed by law.

ARTICLE XIX
SEPARABILITY

In the event any provision of this Agreement, in whole or in part, is declared to be unlawful, void or invalid by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the other terms, conditions and provisions of this Agreement shall remain in full force and effect, and the remainder of the Agreement shall continue to be binding upon the parties hereto. In that event the parties shall, upon the request of either party, commence immediately to negotiate substitute provisions for all such affected provisions which are as close to the striken provisions as possible. If the parties do not agree on substitute provisions within thirty (30) calendar days after the request to negotiate, their dispute will be arbitrated pursuant to the Arbitration provisions of this contract. This

provision shall not be construed by the arbitrator to allow a violation of any provision of a federal wage and price law. Notwithstanding the foregoing, if the legal impediment to the enforcement of the original contract provision(s) is removed during the life of this Agreement, the original provision(s) shall immediately become effective and the substitute provision(s) shall automatically be null and void. In such event, to the extent that it is lawful, any affected provisions involving salary, monetary payments, or pension contributions shall be applied retroactively to the date the impediment arose or to the effective date of this Agreement, whichever is the most current date, and the University shall be entitled to a credit against such retroactive payment for the value of any additional benefits provided under the substitute provision(s).

ARTICLE XX

RATIFICATION

This Agreement is subject to ratification by the membership of the AAUP and the Board of Trustees of Adelphi University. This ratification shall be accomplished promptly but in no event ten (10) days later than the execution date of this Agreement.

ARTICLE XXI

EFFECTIVE DATE AND DURATION

A. This Agreement shall be effective as of the 1st day of September, 1976 and shall expire on the 31st day of August, 1978.

B. The parties shall commence negotiations toward a new collective bargaining agreement during the Spring semester in 1978.

IN WITNESS WHEREOF, the parties hereto have subject to ratification executed this Agreement on the 9th day of September, 1976.

ADMINISTRATION OF
ADELPHI UNIVERSITY

President

Vice-President and
Chief Negotiator

NEGOTIATING COMMITTEE

Joseph Crafa
Grace McGarry
Gary Smith
Helen B. Stephens
Edward J. Yaw

ADELPHI UNIVERSITY CHAPTER,
AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

President

Chief Negotiator

NEGOTIATING COMMITTEE

Sylvia Aron
Emil Dillard
Frederick Pohle
Sergio Roca

APPENDIX A

FORM NLRB-4279
(3-72)

RC-RM-RD

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

ADELPHI UNIVERSITY

Employer

and

ADELPHI UNIVERSITY CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Petitioner

TYPE OF ELECTION
(Check one)
__ Consent Agreement
__ Stipulation
__ Board Direction
__ RD Direction

(Also check box below where appropriate)
__ *8(b)(7)*

Case No. 29-RC-1640

CERTIFICATION OF REPRESENTATIVE

An election having been conducted in the above matter under the supervision of the Regional Director of the National Labor Relations Board in accordance with the Rules and Regulations of the Board; and it appearing from the Tally of Ballots that a collective bargaining representative has been selected; and no objections having been filed to the Tally of Ballots furnished to the parties, or to the conduct of the election, within the time provided therefor;

Pursuant to authority vested in the undersigned by the National Labor Relations Board, IT IS HEREBY CERTIFIED that a majority of the valid ballots have been cast for

ADELPHI UNIVERSITY CHAPTER, AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

and that, pursuant to Section 9(a) of the National Labor Relations Act, as amended, the said labor organization is the exclusive representative of all the employees in the unit set forth below, found to be appropriate for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

UNIT: SEE ATTACHED

Signed at BROOKLYN, NEW YORK
On the 22nd day of May 1972

On behalf of
NATIONAL LABOR RELATIONS BOARD

Samuel M. Kaynard

Regional Director, Region
National Labor Relations Board

GPO 930-145

INCLUDED: All full- and regular part-time faculty including professional librarians and research associates.

EXCLUDED: All other employees, administrative personnel, deans, associate deans, assistant deans, assistants to the deans, support personnel such as counselors and technicians, the director of continuing education, director and associate director of the computer center, registrar, research administrator, director of admissions, director of intercollegiate athletics, director and assistant director of libraries, directors of the school of nursing, director of the children's theater, coaches except those who are engaged in full- or part-time faculty functions, guest lecturers, field instructors in the school of social work who are paid by outside agencies, graduate teaching and research assistants, the director of instructional media center, guards, and supervisors within the meaning of the Act.

APPENDIX B

SCHOOL OF SOCIAL WORK WORKLOAD

UNIT KEY FOR FACULTY ASSIGNMENTS

I. TEACHING

Base Load = 5 units per semester or 10 units per year
1 course = 1 day

II. COMMITTEES (if in existence)

Chairmen:

Curriculum Committee	=	1.00
Personnel Committee	=	1.00
Committee on Students	=	1.00
Accreditation Task Force	=	1.25
Undergrad. Accreditation	=	1.00
Library Committee	=	.75
Scholarship Committee	=	.75
Teaching Effectiveness	=	.75

Membership:

Sequence Committees	=	.25
All other committees	=	.50

(All committees that equal .5 are expected to meet 4 times per month. All .25 committees are expected to meet twice per month.)

III. FIELD INSTRUCTION

3 students in field instruction (includes advisement) = 1.0

IV. ADVISEMENT*

16 students = 1.50

Advisement includes: 1 meeting per month with coordinator; a minimum of 2 meetings per semester with field instructors as a group; a minimum of 2 agency visits per semester
re: individual students: 1 meeting per semester with agency executive in non-teaching center agency; individual and group meetings with advisees.

V. COORDINATION OF TEACHING CENTER

1 course to be included in basic load = 1.0
15 students = 1.0 (.066 for each student)

Coordination includes:

Planning and distributing student assignments to agencies within field instruction center;
1 meeting per month with Director of Field Work;
1 group meeting per month with faculty advisors;
1 meeting per month with agency executives or advisory committee;
Orientation Seminar for new field instructors (when required = .50)
Membership on Field Work Committee

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* There may be minor changes in individual faculty advisement assignments when field work placements are finalized.